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corporation. From that conception the cases result holding that though there be only a single stockholder he cannot convey property of the corporation nor maintain replevin for its personality and that notice to stockholders is not notice to corporation. As the author concedes, the same body of shareholders incorporated in two separate States under same name, holding the same property are two distinct corporations and for Federal jurisdiction would be treated as citizens of States where they are incorporated.

The author is an adherent of the estoppel view of *ultra vires* holding such contracts should affect creditors or shareholders only so far as they are estopped.

He eliminates from the discussion the conception of the corporation as a unit, would consequently deny that a corporation does not possess capacity to make *ultra vires* contracts, and assumes that such invalidity exists only as against persons injured. He thus avoids the otherwise insuperable difficulty of conferring capacity, which is lacking as matter of law, on a corporation by estoppel. Apparently in an action against a corporation, unless all the shareholders were estopped, there would be no recovery. Unless, however stockholders are vigilant and swift in action, he would hold them estopped; this goes far towards destroying the doctrine of *ultra vires* and perhaps this end justifies the means. It is still difficult to see how he invokes estoppel in favor of persons thoroughly cognizant of the *ultra vires* character of the contract and hence in no wise misled.

The author's very liberal definition of contracts "as acts whereby the parties express their intention of occasioning legal relations between them" seems to have been framed to obviate any difficulty in finding the grant of a corporate franchise to be a contract between the State and the incorporators.

The present text differs but little from the earlier editions making such additions as a classification of corporations and a sub-section relative to the "Securities Company."

A short appendix on "Present Methods of Forming a Corporation" gives the general legislative attitude of a few of the States. The section numbering of the original edition is retained, thus avoiding confusion in citation though somewhat limiting the author's freedom in modifying the text. The author states that eight hundred selected cases of the last four years upon Corporation Law have been inserted.

MORPHINISM AND NARCOMANIAS FROM OTHER DRUGS; THEIR ETIOLOGY, TREATMENT AND MEDICO-LEGAL RELATIONS. By T. D. Crothers. Philadelphia: W. B. Saunders & Co. 1902. pp. 350.

In this book the medical and legal professions are presented with a work of distinct theoretical and practical value. The practitioner of medicine is supplied with an array of facts concerning morphinism which an ordinary medical experience cannot offer and the observations could only have been noted from most careful and scientific study during "the clinical experience of over a quarter of a century of active treatment and care of narcomaniacs." Dr. Crothers is much impressed with the moral weakness transmitted by morphinists to their children and states that "the medico-legal relations of morphinism are practically unknown." To the morphinist subjective ideas

readily become demonstrated facts and the writer presents cases illustrating the tendency of morphine habitues to swear to their own fancies being actual occurrences. From his large experience he concludes that the reliability of morphinists' statements should always be questioned unless substantiated by strongly corroborative testimony. Dr. Crothers believes that the moral disorganization produced by chronic morphinism renders the victim of the habit very susceptible to the perpetration of crime and makes a strong plea for the study of the medico-legal aspect of the disease. The last few chapters of the work are devoted to interesting discussions of other drugs which are of especial value to the medical man.

AMERICAN CASES ON CONTRACTS. Second edition with supplementary cases. By Ernest M. Huffcut and Edwin H. Woodruff. Albany: Banks & Co. 1901. pp. xxv, 898.

Inasmuch as the editors have stated in their preface that the purpose of their collection of cases is three-fold, to wit, to form the basis of "A culture study" in the "undergraduate classes of the university," to form the basis of the professional study of law, and to be of service to practitioners, it is fair to consider the value of the book in all three aspects.

It is to be assumed that what the editors mean by "culture" is mental training, because it is only in that view that the pursuit of a distinctly professional subject would be carried forward as part of a general education in undergraduate classes. Now, of course purely mental exercises could be carried on by dealing with propositions which were not entirely sound, and by the discussion of statements which were not entirely precise, in connection with the study of alleged illustrations of the propositions and statements; but it would probably be undisputed that such mental exercises and study could be equally well carried on by the discussion of sound propositions and precise statements in connection with such cases, and that in the latter event the exercises would be more wholesome, because the danger that the students would acquire inaccurate knowledge would be eliminated. Some of the statements which go to make up the skeleton of the law of contracts provided for the help of students by the editors of the work under consideration are unscientific and not precise, and in some other instances are unsound; and it would seem that even for the pure purpose of mental exercises the student should be furnished with a true and accurate skeleton of the science, if he is to be given any outline at all, in order to enable him to engage in a wholesome exercise. The inaccuracies above referred to, some of which will be pointed out in a moment, would seem to detract from the value of the work, even as the basis of study by classes which are not seeking to learn the law for itself.

From the standpoint of the professional school for the study of law the work is of doubtful value. In the face of the fact that there were other collections of cases on contracts when the book under consideration was published, it might be supposed that the editors of this book would have approached the work with a feeling of considerable diffidence, and even if there had been no such other collections, that they would have approached the work of furnishing a basis for